

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF MISSISSIPPI  
JACKSON DIVISION

IN RE:

WILLIAM B. MCHENRY, JR.,  
  
Debtor.

ALYSSON MILLS, IN HER CAPACITY AS  
RECEIVER FOR ARTHUR LAMAR  
ADAMS AND MADISON TIMBER, LLC,

Plaintiff,

v.

WILLIAM B. MCHENRY, JR.,  
  
Defendant.

CASE NO. 20-00268

Chapter 7

ADV. NO. 20-00022

**REPLY MEMORANDUM IN SUPPORT  
OF MOTION FOR SUMMARY JUDGMENT**

Despite seeking the protection of the Bankruptcy Code, Bill McHenry cannot be bothered to comply with this Court's orders, to produce documents evidencing his finances, or even to respond to the Receiver's motion for summary judgment against him. When, as here, a party fails to respond to a motion for summary judgment, the Court can "accept[] as undisputed the facts so listed in support of [the] motion for summary judgment and grant the motion if those facts make a prima facie showing of . . . entitlement to judgment." *In re S & P Enterprises, LLC*, No. 1351807, 2017 WL 113604, at \*3 (Bankr. S.D. Miss. Jan. 4, 2017) (quoting *Eversley v. MBank Dallas*, 843 F.2d 172, 174 (5th Cir. 1988)) (internal quotation marks omitted).

McHenry cannot—and does not even attempt to—dispute the material facts: McHenry persistently fails to comply with the Court’s orders to produce documents evidencing his finances; McHenry refuses to amend his inaccurate bankruptcy schedules; McHenry provides no explanation for the dissipation of over \$3 million of Madison Timber commissions; and McHenry’s obtained his debt by willfully defrauding Madison Timber’s investors.

For the reasons presented in her opening brief, the Receiver is entitled to judgment as a matter of law that McHenry’s debts are non-dischargeable. Although the undisputed evidence shows that McHenry’s discharge should be denied on multiple bases under 11 U.S.C. § 727(a) and, alternatively, under 11 U.S.C. § 523(a), the Receiver need only prove by a preponderance one ground for non-dischargeability. *See In re Gainey*, No. 10-03804-NPO, 2012 WL 528218, at \*3 (Bankr. S.D. Miss. Feb. 17, 2012).

Discharge is a privilege granted only to the honest and transparent debtor. *See In re Adams*, No. 12-02569-NPO, 2015 WL 1876669, at \*8 (Bankr. S.D. Miss. Apr. 22, 2015). The facts are undisputed and the law is clear: McHenry has been neither honest nor transparent and therefore is not entitled to the Bankruptcy Code’s protections.

The Receiver is entitled to summary judgment denying McHenry’s discharge pursuant to § 727(a) or, alternatively, excepting the discharge of McHenry’s debt to the Receivership Estate pursuant to § 523(a).

January 6, 2021

Respectfully submitted,

*/s/ Lilli Evans Bass*

BROWN BASS & JETER, PLLC  
Lilli Evans Bass, Miss. Bar No. 102896  
1755 Lelia Drive, Suite 400  
Jackson, Mississippi 39216  
Tel: 601-487-8448  
Fax: 601-510-9934  
bass@bbjlawyers.com

*/s/ Kristen Amond*

FISHMAN HAYGOOD, LLP  
*Admitted pro hac vice*  
Brent B. Barriere, *Primary Counsel*  
201 St. Charles Avenue, Suite 4600  
New Orleans, Louisiana 70170  
Tel: 504-586-5253  
Fax: 504-586-5250  
bbarriere@fishmanhaygood.com

MILLS & AMOND LLP

*Admitted pro hac vice*  
Kristen D. Amond  
650 Poydras Street, Suite 1525  
New Orleans, Louisiana 70130  
Tel: 504-383-0332  
Fax: 504-733-7958  
kamond@millsamond.com  
*Receiver's counsel*

### **CERTIFICATE OF SERVICE**

I certify that I have sent by first class mail a copy of the foregoing to:

William B. McHenry, Jr.  
P.O. Box 1769  
Ridgeland, Mississippi 39158

Date: January 6, 2021

*/s/ Kristen Amond*